



Project #: IM 1-22 Jose Meza, Extension of Service

Item: 5Bi.

Meeting Date: Thursday, May 26, 2022

Meeting Time: 08:30 a.m.

Location: El Centro City Council Chambers
1275 W. Main Street
El Centro, CA 92243

APPLICATION

PETITION FOR PROCEEDINGS PURSUANT TO
THE CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT
REORGANIZATION ACT OF 2000

The undersigned hereby petition(s) the Local Agency Formation Commission of Imperial County for approval of a proposed change of organization, and stipulate(s) as follows:

OWNER INFORMATION	
NAME JOSE I MEZA	COMPANY
MAILING ADDRESS 636 LAS LOMAS	TELEPHONE NUMBER 442 231 2560
CITY, STATE, ZIP IMPERIAL CA 92251	EMAIL ADDRESS CARLYNA@SBC Global.NET
APPLICANT INFORMATION (IF DIFFERENT FROM THE OWNER)	
NAME	COMPANY
MAILING ADDRESS	TELEPHONE NUMBER
CITY, STATE, ZIP	EMAIL ADDRESS
PROJECT INFORMATION	
NAME OF PROPOSAL CONNECTION TO CITY WATER	DATE 1/26/2022
PROJECT ADDRESS 2680 WANCE	APN(S) 064-020-049
CITY, STATE, ZIP IMPERIAL CA 92251	TOTAL LAND AREA (ACRES) 0.68 ACRES
THIS PROPOSAL IS MADE PURSUANT TO CALIFORNIA GOVERNMENT CODE (COMMENCING WITH SECTION 56000, CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000).	
1	PROPOSED CHANGE(S) OF ORGANIZATION: <input type="checkbox"/> ANNEXATION <input type="checkbox"/> SPHERE OF INFLUENCE <input type="checkbox"/> OTHER <input type="checkbox"/> DETACHMENT <input type="checkbox"/> CONSOLIDATION <input checked="" type="checkbox"/> EXTENSION OF SERVICES <input type="checkbox"/> INCORPORATION <input type="checkbox"/> FORMATION OF _____
2	NAME OF THE CITY/SPECIAL DISTRICT BEING AFFECTED Imperial
3	THE PROPOSED BOUNDARIES OF THE TERRITORY(IES) INCLUDED IN THE PROPOSAL ARE AS DESCRIBED IN THE EXHIBIT(S) ATTACHED (HERE TO AND BY THIS REFERENCE INCORPORATED HEREIN). <input type="checkbox"/> YES, BOUNDARY EXHIBITS ARE ATTACHED

4	PLEASE LIST ANY OTHER DOCUMENTS BEING SUBMITTED WITH THE APPLICATION (EXCEPT THOSE ALREADY REQUIRED BY LAFCO). <u>N/A</u>
5	THE TERRITORY(IES) INCLUDED IN THE PROPOSAL IS/ARE <input type="checkbox"/> UNINHABITED <input checked="" type="checkbox"/> INHABITED (12 OR MORE REGISTERED VOTERS)
6	CURRENTLY, THE TERRITORY(IES) INCLUDED IN THE PROPOSAL IS/ARE: <input type="checkbox"/> DEVELOPED <input checked="" type="checkbox"/> UNDEVELOPED
7	IS THIS PROPOSAL CONSISTENT WITH THE SPHERE OF INFLUENCE OF THE AFFECTED CITY AND/OR DISTRICT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
8	PLEASE DESCRIBE IN DETAIL, THE REASONS FOR THE PROPOSED CHANGE OF ORGANIZATION (ANNEXATION, DETACHMENT, ETC.). USE ATTACHED SHEET IF NECESSARY. <u>N/A</u>
9	THE PROPOSED CHANGE OF ORGANIZATION IS REQUESTED, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. <u>N/A</u>
10	WOULD THIS PROPOSAL CREATE AN ISLAND OF UNINCORPORATED TERRITORY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PLEASE EXPLAIN.
11	IS THERE A GOOD LIKELIHOOD OF A SIGNIFICANT INCREASE IN POPULATION IN THE SUBJECT AREA WITHIN THE NEXT TEN YEARS? IN UNINCORPORATED AREAS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IN INCORPORATED AREAS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO ESTIMATED ADDITIONAL POPULATION: _____
12	WHAT IS THE EXISTING ZONING? <u>A1U</u> WHAT IS THE PROPOSED ZONING? <u>A1U</u>
13	HAS OR IS THE AREA BEEN/BEING PRE-ZONED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO WHAT IS THE PRE-ZONING CLASSIFICATION? _____ WHAT DATE WAS THIS PRE-ZONED? _____

14	WHAT IS THE PLANNED GENERAL PLAN DESIGNATION OF THE AREA BY THE AFFECTED CITY? <u>N/A</u>
15	DESCRIBE ANY SPECIAL LAND USE CONCERNS EXPRESSED IN THE ABOVE PLANS. <u>N/A</u>
16	SPECIFY ANY AND ALL EXISTING LAND USES: <u>THE LAND IS VACANT</u> WHAT ARE THE PROPOSED LAND USES? <u>RESIDENTIAL</u> DESCRIBE YOUR PROJECT IN DETAIL: <u>BUILDING A 1110.7 SF RESIDENCE SINGLE FAMILY WITH A 440 SF. JUNIOR ADU AND A 420 SF. COVERED PATIO</u>
17	DOES THE APPLICATION CONTAIN 100% WRITTEN CONSENT OF EACH PROPERTY OWNER IN THE SUBJECT TERRITORY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
18	WILL THE ANNEXED TERRITORY BE LIABLE FOR ITS SHARE OF EXISTING BONDED INDEBTEDNESS? <input type="checkbox"/> YES <input type="checkbox"/> NO
19	WILL THE ANNEXED TERRITORY BE INCLUDED WITHIN ANY PARTICULAR TAX DIVISION OR ZONE OF THE ANNEXING TERRITORY? PLEASE SPECIFY. <u>N/A</u>
20	IF THE PROPOSAL INCLUDES THE CONSOLIDATION OF SPECIAL DISTRICTS, THE PROPOSED NAME OF THE CONSOLIDATED DISTRICT IS: <u>N/A</u>
21	IF AN INCORPORATION IS INCLUDED IN THE PROPOSAL: (A) THE NAME PROPOSED FOR THE NEW CITY IS: <u>N/A</u> (B) PROVISIONS ARE REQUESTED FOR APPOINTMENT OF: (i) CITY MANAGER <input type="checkbox"/> YES <input type="checkbox"/> NO (ii) THE CITY CLERK AND CITY TREASURER <input type="checkbox"/> YES <input type="checkbox"/> NO

22	<p>IF THE FORMATION OF A NEW DISTRICT(S) IS INCLUDED IN THE PROPOSAL:</p> <p>(A) THE PRINCIPAL ACT(S) UNDER WHICH SAID DISTRICT(S) IS/ARE PROPOSED TO BE FORMED IS/ARE: <u>N/A</u></p> <p>(B) THE PROPOSED NAME(S) OF THE NEW DISTRICT(S) IS/ARE: <u>N/A</u></p> <p>(C) THE BOUNDARIES OF THE PROPOSED NEW DISTRICT(S) ARE AS DESCRIBED IN EXHIBIT'S <u>N/A</u> INCORPORATED HEREIN.</p>
23	<p>THE PERSON(S) SIGNING THIS PETITION HAVE SIGNED AS: <i>(CHECK ONLY ONE)</i></p> <p><input type="checkbox"/> REGISTERED VOTERS</p> <p><input checked="" type="checkbox"/> OWNERS OF LAND</p>
24	<p>AS REQUIRED, THE FOLLOWING ITEMS ARE ENCLOSED WITH THIS APPLICATION:</p> <p><input checked="" type="checkbox"/> DEPOSIT <input type="checkbox"/> LEGAL DESCRIPTION</p> <p><input checked="" type="checkbox"/> INDEMNIFICATION AGREEMENT <input type="checkbox"/> ANNEXATION MAP (10 COPIES)</p>

Jace L. Meyer
APPLICANT SIGNATURE

2-28-22
DATE

*Please complete the names and addresses of **additional** persons (not including the owner/applicant previously listed at the beginning of the application) who are requesting to have furnished copies of the agenda and Executive Officer's Report and/or mailed notices of the hearing of this proposal. Please attach additional pages if necessary.*

PERSON 1	<p>REQUESTS: <input type="checkbox"/> AGENDA COPIES <input type="checkbox"/> PUBLIC NOTICE OF HEARING</p> <p><input type="checkbox"/> HEARING PACKAGE HARD COPY <input type="checkbox"/> HEARING PACKAGE ON CD</p>
NAME	COMPANY
MAILING ADDRESS	TELEPHONE NUMBER
CITY, STATE, ZIP	EMAIL ADDRESS

PERSON 2	<p>REQUESTS: <input type="checkbox"/> AGENDA COPIES <input type="checkbox"/> PUBLIC NOTICE OF HEARING</p> <p><input type="checkbox"/> HEARING PACKAGE HARD COPY <input type="checkbox"/> HEARING PACKAGE ON CD</p>
NAME	COMPANY
MAILING ADDRESS	TELEPHONE NUMBER
CITY, STATE, ZIP	EMAIL ADDRESS



INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the Imperial County Local Agency Formation Commission, its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the Imperial County Local Agency Formation Commission, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against Imperial County Local Agency Formation Commission, its agents, officers, attorneys, or employees, to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Executive Officer shall promptly notify the Commission of any claim, action or proceeding brought by an applicant challenging the Commission's action. The Commission, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The Commission shall have final determination on how to best defend the case and may defend it with in-house counsel, or by retaining outside counsel. In either case applicant shall be fully responsible for all costs incurred. Applicant may request to provide his or her own counsel to defend the case, however prior written approval of the Commission shall be obtained. Said independent counsel shall work with LAFCO counsel to provide a joint defense and shall include a complete defense of LAFCO to the satisfaction of the Commission.

EXECUTED IN El Centro CALIFORNIA ON February 28, 2022
(CITY) (MONTH) (DAY) (YEAR)

APPLICANT

NAME (PRINT): JOSE I MEZA
 TITLE: _____
 SIGNATURE: [Signature]
 MAILING ADDRESS:
636 LAS LOMAS
Imperial CA 92251

REAL PARTY IN INTEREST / PROPERTY OWNER (IF DIFFERENT FROM APPLICANT)

NAME (PRINT): _____
 TITLE: _____
 SIGNATURE: _____
 MAILING ADDRESS:

FOR LAFCO USE ONLY

RECEIVED BY: Paula Graf DATE RECEIVED: 2.28.22
 PROJECT NO. IM 1-22

JHDEBIS:\LAFCO\FORMS\2014 Forms\Indemnification Agreement.doc Updated 06/30/2014

NOTICE:

*Prior to the effective date of any jurisdictional change (i.e. annexation, detachment, etc.) the governing bodies of all agencies whose service areas or service responsibilities would be altered by such change shall meet to determine the amount of property tax revenues to be exchanged between and among such affected agencies. Notwithstanding any other provisions of law, no such jurisdictional change shall become effective until each county and city included in such negotiation agrees, **BY RESOLUTION**, to accept the negotiated exchange of property tax revenues.*

NOTE:

The resolutions referred to above shall be attached to this application prior to filing with the Local Agency Formation Commission. The Executive Officer of the Local Agency Formation Commission shall not issue a Certificate of Completion (COC) until such resolution is filed with LAFCO.

Wherefore, petitioner(s) request(s) that proceedings be taken in accordance with the provisions of Section 56000, et seq. of the Government Code and herewith affix signature(s) as follows:

Chief Petitioners (not to exceed three):

_____ PRINT NAME	_____ DATE
_____ SIGNATURE	_____ RESIDENCE ADDRESS
_____ PRINT NAME	_____ DATE
_____ SIGNATURE	_____ RESIDENCE ADDRESS
_____ PRINT NAME	_____ DATE
_____ SIGNATURE	_____ RESIDENCE ADDRESS

FOR LAFCO USE ONLY

Paula Graf
APPLICATION RECEIVED BY

2.28.22
DATE RECEIVED

CHECK THE DOCUMENTS SUBMITTED WITH THE APPLICATION:

- DEPOSIT ^{aK# 292 #2,000-} LEGAL DESCRIPTION
 INDEMNIFICATION AGREEMENT ANNEXATION MAP (10 COPIES)

IM 122 Meza Extension of Water
PROJECT NO. ASSIGNED

2.28.22
DATE ACCEPTED



CITY OF IMPERIAL
 Community Development Department
 Phone Number: (760) 355-3335
 Fax: (760) 355-4178
 www.cityofimperial.org/engineering-division

Encroachment Permit Application

PERMIT No. _____
 (CITY USE ONLY)

Applicant/Owner Information

Owner/Applicant Name: JOSE I MEZA
 Contact Person: _____
 Mailing Address: 636 LAS LOMAS IMPERIAL CA 92251
 Contractor's Name: WA GREENS CONSTRUCTION
 Phone: 1 760 457 7122
 Fax: _____
 City of Imperial Business License No.: _____
 Contractor License No.: 916141 Lic. Class: _____
 U.S.A. Permit Number: _____



Project Information

Project Location: 2680 NANCE Rd
IMPERIAL CA 92251
 Proposed Work Description: RESIDENTIAL
 Subdivision/Project Name: Water & Sewer

Requested Permit Dates:
 Start Date: _____ End Date: _____
 Traffic Control Requested:
Required: Attached Traffic Control Plan
 Sidewalk/Shoulder Closure
 Lane Closure
 Road Closure/Detour
 Other _____
 COMMERCIAL: \$1,208.00
 Processing Fee: \$208.00 (NON-REFUNDABLE)
 Time & Material Deposit: \$1,000.00
 RESIDENTIAL: \$508.00
 Processing Fee: \$208.00 (NON-REFUNDABLE)
 Time & Material Deposit: \$300.00

Approvals:	Signatures:	Date:
Engineering		
Planning		
Fire Depart.		

Applicant agrees, as part of and in connection with each and any of the application(s), to defend, indemnify, and hold harmless the City of Imperial ("City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors, consultants, attorneys, employees, or agents to challenge, attack, set aside, void, or annul any approvals issued in connection with any of the above described application(s) by City.

Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

After review and consideration of all of the foregoing terms and conditions, Applicant, by its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

Once the permit has been issued, it is only valid for the period of time specified by the Applicant in this application. In the case where the Applicant needs more time to complete the project, an extension shall be requested. The permit can only be extended for a certain additional time determined by the Director of the Department. If the Applicant's project will take longer than the requested extension, Applicant must resubmit an application and go through the permit process again.

ALL WORK CONDUCTED AS PART OF THIS ENCROACHMENT PERMIT SHALL COMPLY WITH THE ATTACHED GENERAL CONDITIONS.

**City of Imperial
Encroachment Permit
General Conditions**

1. **ACCEPTANCE OF PROVISIONS.** Permittee's engagement in any activity under this permit shall constitute an acceptance of these provisions.
2. **CROSS-CONNECTION CONTROL.** Connections between a potable and non-potable water supply constitute a serious public health hazard and may be responsible for contamination of potable water which could result in the spread of disease. If a property happens to have simultaneously both types of water supply, then all water supply lines coming from the City's mains and entering such premises, buildings, or structures shall be protected by an approved backflow prevention device. The type of device to be installed will be in accordance with the requirements of this ordinance.
3. **KEEP PERMIT ON THE JOBSITE.** This Permit shall be kept at the site of the work and must be shown to any representative of the District.
4. **ENCROACHMENT ON CITY RIGHT OF WAY ONLY.** This Permit only relates to encroachment on the City's right away. The City has title to the right of way based upon recorded right of way deeds and/or implied dedication. This permit does not address encroachment on the real property or right to real property belonging to any other entity. The City makes no warranty concerning this encroachment and the real property, or the right to real property belonging to any other entity. Permittee places this encroachment at its own risk.
5. **ADDITIONAL AUTHORIZATION.** Permittee shall secure written authorization, order or consent, prior to the performance of any work hereunder, from any private or public entity, or other lawful authority which may pertain to the use of right away or real property and the type of activity for which this permit is granted. This Permit shall be suspended in operation unless and until such authorization, order or consent is obtained.
6. **MAINTENANCE.** Permittee shall exercise reasonable care to maintain properly any encroachment placed by it in the right of way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right of way as a result of activities performed under this permit, including any and all damage to the right of way which would not have occurred had such work not been done or such encroachment not placed therein. The City shall not be held responsible for any damage to any improvements or facilities installed by Permittee under this permit, whether said damage is caused by the city or its agent or otherwise.
7. **CLEAN UP RIGHT OF WAY.** Upon completion of any activity under this permit, the job site and surrounding area shall be placed in the same condition or better than it was immediately prior to work, for example, all brush, timber, scraps, trash and material shall be entirely removed and the right of way left in as presentable condition as before work started. In instances where work affects City facilities (sidewalks, roadway pavement), the surrounding area must be returned to current City standards.
8. **CONSTRUCTION.** All construction activity pursuant to this permit shall conform to recognized construction. All of the work shall be done subject to the supervision of, and to the satisfaction of, the City of Imperial.
9. **FUTURE MOVEMENT OF WORK OR INSTALLATION.** Whenever the City desires to construct, reconstruct or do maintenance work on City facilities on the right of way, or to use the right of way for any purpose, the Permittee shall, upon request of the City, within 30 days move, remove, relocate or otherwise change, any improvements, work or installation on the right of way, all at the sole expense of the Permittee.
10. **INDEMNITY.** The Permittee shall, to the fullest extent permitted by law, indemnify and save the City free and harmless of and from all claims, demands, losses, and liability, including cost and legal fees, arising directly or indirectly out of obligations undertaken in connection with this permit, excepting only claims arising from the sole negligence or misconduct of the City.
10. **INSURANCE.** At any time, at the judgment of the City, Permittee, may be required to obtain commercial general liability insurance, naming Permittee as insured and the City as additional insured, with total limits of any amount up to \$1,000,000 per occurrence and \$2,000,000 general aggregate. Permittee's failure to obtain such insurance when required shall be a material breach of this permit.
11. **BOND.** At any time, at the judgment of the City, Permittee may be required to obtain a bond, in an amount equal to the value of work or improvements constructed or activities performed by Permittee. Permittee's failure to provide a bond when requested shall be a material breach of this permit.
12. **NO HAZARDOUS MATERIALS/WASTE OR SPILLS.** Storage and/or disposal of any hazardous material(s) or hazardous waste(s) on to this right of way are expressly forbidden. Any spills of a hazardous material or hazardous waste used or produced during the permitted activity is to be cleaned up immediately by the Permittee, at their expense. The City has the absolute right to immediately suspend an operation that does not adhere to these requirements, or is found in violation of any Local, State, or Federal Environmental Regulations, until the problem is adequately or completely resolved.
13. **AS BUILT DRAWINGS.** On all permits affecting City pipelines and facilities, Permittee shall submit As-Built Drawings within 30 days of completing the work.
14. **NOTIFICATION.** Permittee shall notify the City's Inspector at (760) 355-1151 at least 48 hours prior to start of work. In addition, Permittee shall not make or allow any excavation or fill to be made WITHOUT FIRST NOTIFYING THE CITY OF IMPERIAL by calling 1-800-422-4133 (Underground Alert), and OBTAINING PERMISSION.
15. **PRECEDENCE.** The terms of this encroachment permit take precedence over and supersede all other agreement between the City and permittee concerning the obligations undertaken in connection with this permit.
16. **ENVIRONMENTAL.** The Permittee shall comply with and abide by all federal, state and local environmental laws, rules, regulations and guidelines applicable to the site of the work or activities for which this permit is granted. Permittee's failure to fulfill this provision shall be a material breach of this permit. The City shall not be held responsible for any violation or non-compliance by Permittee of any and all applicable laws, rules, regulation and guidelines pertaining to environmental issues in the performance of the work or activities under this permit. These issues include but are not limited to: wildlife habitat; rare, threatened, and endangered or species of special concern; sensitive vegetation, air and water quality, cultural resources, etc., their impacts, and mitigation thereof.

17. **TRAFFIC CONTROL.** The permittee is responsible for the safety and traffic control during the encroachment work period and until acceptance of the improvements by the City. The permittee shall maintain access to traffic, upon, and across the city roadways and approaches so as not to hinder, render inconvenience, or interfere with the public use of the rights-of-ways. Prior to any encroachment activity, road closure or detours, a copy of a traffic control plan must be reviewed and approved by the City before an Encroachment Permit is issued. All construction traffic control shall conform to the latest edition of the California Manual of Uniform Traffic Control Devices. (CAMUTCD).

The undersigned applicant and owner/operator hereby applies for permission to encroach on City of Imperial right of way in the County of Imperial and agrees to do the work in accordance with City's permitting requirements, and I have read, understand, and agree to comply with the permit general conditions which are a part of the permit. Further agree to comply with the current City of Imperial Standard Specifications and Details, City Ordinances, and conditional requirements.

JOSE I MEZA
Applicant Print Name

Jose I Meza
Applicant Signature

03/01/2022
Date

Filing Fees

Every application, request for permit, or request for a planning review or service procedure to the Community Development Department shall include a fee and deposit as prescribed herein. The department shall not accept or receive any such request without the proper fee, and no fee shall be waived by the department.

Use/Cost of Consultants

The Community Development department, at the discretion of the Community Development Director, may use or employ outside independent consultants to assist in processing applications, conduct special studies or provide expertise not available within the department. The cost for such consultants shall be a charge against the project and is in addition to the City's fees. As consultant fees are paid, the applicant may be required to maintain the deposit at a level determined by the Community Development Director. Failure to maintain the required deposit shall result in a cessation in the processing of the subject application. The City shall return that portion of the deposit, if any, remaining at project completion. In accordance with City policy to ensure cost recovery, Staff time spent on these projects will be tracked, and developers will be billed based on actual labor, material, equipment and the indirect cost rate. The deposit amount will be maintained in a City Trust Fund account and used to pay for staff and consultant services on a time-and -materials basis. If the consultant's services amount exceeds the deposit, the applicant will be billed for the difference. The deposit must be maintained in the full amount as directed by the Community Development Director.

Applicant is responsible for any fees associated with the City of Imperials' City Clerk office and any department required for processing the said application from the Imperial County.

Fire Department Fees are paid and processed separately from the Community Development Department.

JOSE I MEZA
Applicant Print Name

Applicant Signature

03/01/2022
Date

*For further assistance, feel free to contact our office via email:

Carla Banales, Administrative Assistant cbanales@cityofimperial.org

Marco Coronel, Engineering Tech/Inspector mcoronel@cityofimperial.org

Jesus Villegas, Project Manager jvillegas@cityofimperial.org